

DELPHI 847-593-9084 of 8

Delphi Electronics and Safety

Page 1 of 7

Buyer:

DELPHI
ELECTRONICS & SAFETY
P.O. Box 9005
KOKOMO IN 46904-9005

Deliver to:

DELPHI E & S DELNOSA Plant 5-6
LIDC Receiving Warehouse
ATTN: VINCENT HALFACRE
956-228-7825
702 Joaquin Cavazos Rd
LOS INDIOS TX 78567

PILLARHOUSE INC
635 TOUHY AVE
ELK GROVE VILLAGE IL 60007

Purchase Order

PO Number 450104879 Date Issued 05/19/2005
Version 05/20/2005 02:52:02 EST

Delivery date: 06/15/2005

Vendor No: 1011619
DUNS No: 877956292

Payment Terms: 2MN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No	Material No/Item Identifier No	Total Order Quantity	Plant	Requester																		
00010	PR10168810 00010 IN-LINE MODULE PRE-HEATER SMITLEY, B 765-451-1055 PR458510 IND-006856 Warranty: 1 year parts and labor	1.000	DAHQ DELPHI D HEADQUARTERS	SMITLEY, B																		
<table><tr><th>Delivery Date</th><th>Scheduled Quantity</th><th>Price</th><th>Price Unit</th><th>UOM</th><th>Value</th></tr><tr><td>06/15/2005</td><td>1.000</td><td>27,456.00</td><td>1</td><td>PC</td><td>27,456.00</td></tr><tr><td colspan="5">Net Line Item Value</td><td>27,456.00</td></tr></table>					Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value	06/15/2005	1.000	27,456.00	1	PC	27,456.00	Net Line Item Value					27,456.00
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value																	
06/15/2005	1.000	27,456.00	1	PC	27,456.00																	
Net Line Item Value					27,456.00																	
00020	PR10168810 00020 IN-LINE MODULE FLUXER SMITLEY, B	1.000	DAHQ DELPHI D HEADQUARTERS	SMITLEY, B																		
<table><tr><th>Delivery Date</th><th>Scheduled Quantity</th><th>Price</th><th>Price Unit</th><th>UOM</th><th>Value</th></tr><tr><td>06/15/2005</td><td>1.000</td><td>46,129.60</td><td>1</td><td>PC</td><td>46,129.60</td></tr><tr><td colspan="5">Net Line Item Value</td><td>46,129.60</td></tr></table>					Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value	06/15/2005	1.000	46,129.60	1	PC	46,129.60	Net Line Item Value					46,129.60
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06/15/2005	1.000	46,129.60	1	PC	46,129.60																	
Net Line Item Value					46,129.60																	

Purchasing Contact: Drake, Greg

Phone: 765-451-2019

Fax: 765-451-5750

Contact Address:

Delphi E & S
One Corporate Center MS:CTLLM
KOKOMO IN 46902

Date and Time Printed: 05/20/2005 02:52:02 EST

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Item No.	Material No/Item Identifier No	Total Order Quantity	Plant	Requester
00030	PR10168810 00030	3,950	DAHQ DELPHI D HEADQUARTERS	SMITLEY, B
INSTALLATION CHARGES				
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM
06/15/2005	3,950.000	1.00	1	DOL
Net Line Item Value				USD
Total net value				USD
				77,535.60

Notes:

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

- * PAYMENT ISSUES AND QUESTIONS REGARDING SHIPPED *
- * MATERIAL SHOULD BE DIRECTED TO:
- * DISBURSEMENT SERVICES AT (248)874-4636, (A2) *

DO NOT INVOICE FOR SHIPPED MATERIAL. DELPHI-D IS 'PAY ON RECEIPT' AND INVOICES ARE NOT REQUIRED.

INVOICES ARE REQUIRED AND MUST BE SUBMITTED FOR SERVICES AND ITEMS WHICH ARE NOT SHIPPED.

PLEASE SUBMIT THESE TO:
DELPHI DELCO ELECTRONICS CORP
ATTN: MANUAL RECEIPTS PROCESSING MS-9A241
P O BOX 9005
KOKOMO, IN 46904-9005

CALIFORNIA SHIPMENTS - DELPHI-D DOES NOT

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Notes Continued:

HAVE A DIRECT PAYMENT PERMIT IN CALIFORNIA.
DELCO DOES HAVE DIRECT PAY PERMITS IN INDIANA,
MICHIGAN, TEXAS AND WISCONSIN.

YOU MUST PLACE THE FOLLOWING ON YOUR PACKING SLIP:
- PURCHASE ORDER (ONLY ONE PURCHASE ORDER NUMBER
PER PACKING SLIP)

- DELPHI-D "ITEM IDENTIFICATION NUMBER (ID)" FROM
PURCHASE ORDER FOR EACH DELIVERED ITEM
- LIST DELPHI-D DESCRIPTION PER PURCHASE ORDER FOR
EACH LINE ITEM DELIVERED FOLLOWED BY YOUR
DESCRIPTION IF DESIRED.
- EQUIPMENT SERIAL NUMBER(S)

***** ADDITIONAL PACKING SLIP INFORMATION:

- EACH BOX/CRATE MUST CONTAIN A COMPLETE PACKING
SLIP FOR THE ENTIRE DELIVERY
- HIGHLIGHT ON THE PACKING SLIP THE APPLICABLE
PURCHASE ORDER ITEM IDENTIFICATION NUMBER FOR
EACH ITEM LOCATED IN THE BOX/CRATE
- PACKING SLIP MUST BE ENCLOSED IN A CLEAR PLASTIC
ENVELOPE AND AFFIXED TO THE OUTSIDE (WITH A COPY
INSIDE) OF EACH BOX/CRATE.

ROUTING: REFER TO ROUTING LETTER DATED 02/13/03 FOR
INSTRUCTIONS. CALL DELPHI-D TRANSPORTATION AT
(765)451-4078 OR -4079 FOR ADDITIONAL INFORMATION.
FREIGHT TERMS ARE 'FOB ORIGIN,FREIGHT COLLECT'.
BUYER WILL ONLY PAY FREIGHT CHARGES IF THE SELLER
USES THE BUYER SELECTED CARRIER AND SHIPS COLLECT.
THE SELLER AGREES TO PAY ALL FREIGHT INVOICES WHEN
SELLER DEVIATES FROM BUYER SPECIFIED CARRIER WITHOUT
PRIOR APPROVAL FROM DELPHI-D TRANSPORTATION.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

CHANGES IN SPECIFICATIONS AFFECTING PRICE AND/OR
LEADTIME, WHETHER INITIATED BY SUPPLIER OR DELPHI
DELCO ELECTRONICS CORP MUST NOT BE MADE WITHOUT

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PRIOR APPROVAL BY DELPHI PURCHASING VIA A PURCHASE ORDER AMENDMENT. ANY CHANGES IN DELIVERY DATE FOR ANY REASON WHATSOEVER WILL BE REPORTED PROMPTLY IN WRITING TO THE BUYER WITH DETAILED EXPLANATION.

IN ADDITION TO THE REQUIREMENTS SPECIFIED, THE EQUIPMENT MUST COMPLY WITH DELPHI DELCO ELECTRONICS CORP'S EQUIPMENT APPROVALS PROCEDURE AND ONE OF THE FOLLOWING STANDARDS ASSIGNED BY THE DELPHI-D EQUIPMENT APPROVALS OFFICE: A) STANDARD INDUSTRIAL EQUIPMENT SPECIFICATIONS, OR, B) CUSTOM INDUSTRIAL EQUIPMENT SPECIFICATION.

IF THIS SHIPMENT REQUIRES AN AIR-RIDE OR PADDED VAN TO INSURE ITS SAFETY, ROUTE VIA NORTH AMERICAN VAN LINES. ARRANGE ALL DETAILS THROUGH GUYER THE MOVER (765) 457-6197 OR 800-783-8268.

Calibration Service Requirements:

1. QS9000 registration requires Delphi to use inspection / test laboratory suppliers that have ISO/IEC Guide 25 (or ISO/IEC 17025) accreditation. The OEM may be used whenever an accredited source cannot be found.
2. Calibration Services on Delphi equipment shall be performed to original manufacturer's specification. If such specification is not available, equivalent reference standards (e.g. BS, ISO, JIS, and DIN) shall be used.
3. All test/measurement instruments used to calibrate Delphi equipment shall be traceable to National/International Standards (e.g. NIST, NML, NPT, ETL, and NRC).
4. If calibration standard is found to be out of tolerance, upon re-calibration of the standard, the supplier shall determine validity of previous measurements made on Delphi equipment and shall provide for immediate re-calibration of all affected equipment when necessary.
5. The supplier shall provide calibration report for every piece of equipment calibrated. The report shall include the following:
 - A) Type of Equipment
 - B) Identification number of equipment
 - C) Identification number of calibration standard
 - D) Traceability information of calibration standard
 - E) Check method of calibration activity (e.g. reference manual description of equipment or equivalent)
 - F) Calibration results stating:
 - F1. Test Items
 - F2. Measured values as received
 - F3. Measured values after adjustment (If adjustment were

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Notes Continued

include)
F4, Acceptance Criteria
G) Statement of conformance to specification after
calibrations
H) Name of person responsible for the calibration
I) Date of the calibration
6. Calibration sticker shall be affixed on all Delphi's equipment that is calibrated. The information shall contain the date of calibration, identification number of equipment or calibration reference number.
7. Any variation from the above requirements for approval to repair equipment, which cannot be calibrated, must have written approval from the buyer.

A PROPERLY COMPLETED CERTIFICATE OF ORIGIN,
NAFTA CERTIFICATE WHERE APPLICABLE (CUSTOMS FORM 434)
AND A MANUFACTURERS AFFIDAVIT STATING THE COUNTRY OF
ORIGIN BE INCLUDED WITH THE SHIPPING DOCUMENTS FOR
THE MATERIAL ON THIS PURCHASE ORDER. (NT)

WARRANTY AND SPARE PARTS INSTRUCTIONS

PRIOR TO THE SHIPPING OF EQUIPMENT TO DELPHI DELCO
ELECTRONICS SYSTEMS YOU MUST "ELECTRONICALLY" PROVIDE
THE FOLLOWING INFORMATION FOR EACH PIECE OF EQUIPMENT
TO THE INDIVIDUALS LISTED:
-EQUIPMENT DESCRIPTION (S) & MODEL NUMBER (S).
IF APPLICABLE
-EQUIPMENT SERIAL NUMBER (S)
-LIST OF RECOMMENDED SPARE PARTS INCLUDING:
SPARE PARTS DESCRIPTIONS, OEM SPARE PART NUMBERS
OEM SPARE PART NUMBERS, SPARE PART PRICES, AND
SPARE PART PRICING EXPIRATION DATE
-DESIGNATE WHICH PARTS ARE CONSIDERED "CONSUMABLE" VERSUS
THOSE COVERED UNDER WARRANTY
-EQUIPMENT WARRANTY PERIOD
-EQUIPMENT WARRANTY START DATE
ELECTRONICALLY TRANSMIT THIS INFORMATION TO THE FOLLOWING INDIVIDUALS:
THOMAS.D.JIGLE@DELPHI.COM
MIKE.SALYERS@SETECHUSA.COM

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REQUESTOR (WHO ORDERED), AS IDENTIFIED ON THE PURCHASE ORDER,
FAILURE TO PROVIDE THIS INFORMATION AT TIME OF SHIPMENT MAY NEGATIVELY IMPACT PAYMENT PROCESSING.

THE ULTIMATE DESTINATION OF THE MATERIAL ON THIS PURCHASE
ORDER IS MEXICO.

IMPORTANT NOTICE TO SUPPLIERS:

PLEASE COMPLY STRICTLY TO DELPHI'S SAFETY, HEALTH AND ENVIRONMENTAL PRACTICES WHILE WORKING IN DELPHI'S PREMISES.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Supplier agrees to make deliveries according to the agreed upon delivery date(s), and to pay to Buyer liquidated damages amounting to 1.00% of the contract price per week, for each week (or part thereof) of any delay. Additional charges incurred by the supplier to achieve agreed upon delivery date are the supplier's responsibility and will not be reimbursed by Delphi.

IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE #17,
ON THE T&C, SELLER AGREES TO

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Notes:Continued

CARRY AND TO FURNISH CERTIFICATES FROM ITS INSURANCE CARRIERS SHOWING THAT IT CARRIES INSURANCE IN THE MINIMUM LIMITS:

1. WORKER'S COMPENSATION • STATUTORY LIMITS FOR STATE OR STATES IN WHICH THE WORK IS TO BE PERFORMED.

2. EMPLOYER'S LIABILITY - \$250,000.

3. COMPREHENSIVE GENERAL LIABILITY (INCLUDING PRODUCTS/COMPLETED, OPERATIONS, AND BLANKET CONTRACTUAL LIABILITY) \$1,000,000 PER PERSON. \$1,000,000 PER OCCURRENCE PERSONAL INJURY; \$1,000,000 PER OCCURRENCE PROPERTY DAMAGE, COMBINED SINGLE LIMIT.

4. AUTOMOBILE LIABILITY (INCLUDING OWNED, NON-OWNED, AND HIRED VEHICLES) - \$1,000,000 PER PERSON. \$1,000,000 PER OCCURRENCE PERSONAL INJURY AND PROPERTY DAMAGE COMBINED, SINGLE LIMIT.

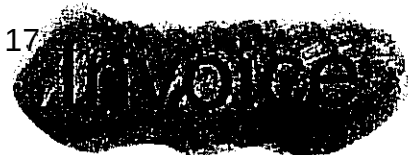
MAIL ABOVE TO DELPHI-D, PURCHASING, M/S CTLLM OR FAX#: 765-451-5750. (REV 8.15.03)

CONTRACTORS ARE ADVISED THAT THEIR EMPLOYEES MAY HAVE THE POTENTIAL OF EXPOSURE TO WORKPLACE CHEMICALS. CONCERNS REGARDING THIS MATTER CAN BE DIRECTED TO DELPHI DELCO ELECTRONICS CORP ENGINEERING DEPT.

AT (765) 451-5109.

05-44481-rdd Doc 1553-1
Pillarhouse (U.S.A) Inc.
635 Touhy Ave
ELK GROVE VILLAGE, IL 60007

Filed 12/16/05 Entered 12/16/05 17
Contract Pg 8 of 8



Customer (No.: **DELPHI-INDIO**)
Invoice No.: 20768

Bill To: **Delphi Electronics & Safety**
* Do Not Invoice *

Ship to: **DELPHI/E & Delnosa**
LIDC Receiving Warehouse
601 JOAQUIN CAVAZOS RD.
LOS INDIOS, TX 78567

Date			Ship Via		F.O.B.	Terms	
09/19/05			Panalpina			30 days from invoice date	
Purchase Order Number			Order Date		Sales Person		Our Order Number
450104879			05/31/05				13692
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			Pillarhouse InLine Module Preheater - Line item #00010 Delphi ID # PR10168810 00010 Machine Serial # IH071	27456.00	27456.00	
1	1			Pillarhouse InLine Module Fluxer - Line Item#00020 Delphi ID# PR10168810 00020 Machine Serial # IF158	46129.60	46129.60	
1	1			Installation Charge Line Item # 00030 Delphi ID#PR10168810 00030 All freight and customs charges to be forwarded to customer per quotation~ Re: Delphi PO# 450104879 Attn: B. Smitley Purchaser : Greg Drake	3950.00	3950.00	
Invoice subtotal						77535.60	
Invoice total						77535.60	

Thank You